

Bicycle Storage Room

Assumption of Risk, Waiver and Release from Liability

I, _____, hereby request permission to use the Bicycle Storage Room located on the R-Level of 353 North Clark in Chicago, Illinois, together with any and all equipment and other facilities located therein (the "Bike Storage Room").

I understand and acknowledge that the Bike Storage Room is not a public facility, but rather is for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by HART 353 North Clark, LLC (collectively, "Landlord") or its authorized representative to use the facility, and who read and sign this WAIVER AND RELEASE.

I understand and acknowledge that other users of the Bike Storage Room may inadvertently or purposefully damage or remove any and all contents of the Bike Storage Room.

I ACKNOWLEDGE AND AGREE THAT THE USE OF THE BIKE STORAGE ROOM WILL BE ENTIRELY AT MY OWN RISK. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BIKE STORAGE ROOM, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE against Landlord, and its successors, assigns, affiliates, directors, officers, employees and partners or any of them (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of my use of the Bike Storage Rooms.

I also agree that my use of the Bike Storage Room shall be in accordance with the rules and regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative.

I agree to indemnify and hold harmless HART 353 North Clark, LLC, the Project's lenders, and their past, present and future members, managers, affiliates, subsidiaries, agents, partners, directors, officers, agents, employees, representatives, insurers, successors and assigns (collectively, the "Indemnified Parties") from any and all risks of injuries and damages that may arise out of or result from my attendance at or use of the Bike Storage Room, its equipment, its facilities, its programs and activities, including, but not limited to, any injuries or damages arising out of the Indemnified Parties' negligence.

Signature: _____

Print Name: _____

Date: _____

Company: _____

Bike Make & Model: _____

Fitness Center Shower Usage: YES NO

*If yes please sign up for shower usage at Fitness Formula located in the building amenity level.